

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS PRODUCTS-COMPLETED OPERATIONS HAZARD – APPLICABLE LAW

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section I, Coverage A Bodily Injury And Property Damage Liability, 1. Insuring Agreement part b. (2) is deleted and replaced by:
 - (2) The "bodily injury" or "property damage" occurs during the policy period, except for "bodily injury" or "property damage" included in the "products-completed operations hazard". For "bodily injury" or "property damage" included in the "products-completed operations hazard", the "bodily injury" or "property damage" occurs during the policy period or within the "contractors products-completed operations period"; and
2. "Contractors products-completed operations period" means during the period of time allowed by the applicable law for claims or "suits" to be brought against the insured.
3. The occurrence period described in this endorsement is considered part of the original policy period for purposes of determining the Limits of Insurance. The Products-Completed Operations Aggregate Limit applies for the entire policy period including the "contractors products-completed operations period".

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AMENDMENT – DAMAGE TO PROPERTY / PRODUCT / WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. In Section I Coverage A Bodily Injury And Property Damage Liability 2. Exclusions, exclusions k. Damage To Your Product and l. Damage To Your Work are deleted.

2. In Section I Coverage A Bodily Injury And Property Damage Liability 2. Exclusions, exclusion j. Damage To Property is deleted and replaced by:

This insurance does not apply to:

j. Damage To Property

"Property damage" to premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises. This exclusion does not apply if the premises are "your work".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROPERTY DAMAGE TO PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Section I, Coverage A Bodily Injury And Property Damage Liability 2.
Exclusions:

This insurance does not apply to "property damage" to the project insured by this policy during the course of construction. Construction includes, but is not limited to, construction, renovation, rehabilitation, demolition, excavation or landscaping. Project includes, but is not limited to, buildings or structures and any supplies, materials or equipment used or to be used in connection with the project.

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SEPARATION OF INSURED – EMPLOYEE INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In Section I, Coverage A Bodily Injury And Property Damage Liability 2. Exclusions, exclusion e. Employer's Liability does not apply to any insured for "bodily injury" to another insured's "employees". This endorsement does not apply if the claim or "suit" is being brought against an insured who is an "employee" or "volunteer worker".

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POLICY PERIOD LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following paragraph of Section III – Limits of Insurance:

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

is deleted and replaced by:

The Limits of Insurance of this Coverage Part apply to the entire policy period. If the policy period is extended, the additional period will be deemed part of the original policy period for purposes of determining the Limits of Insurance.

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S ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORGANIC PATHOGEN, MOLD OR FUNGUS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Products and Advertising Injury Liability:

This exclusion does not apply to:

"bodily injury", "property damage" or "products and advertising injury" which would not have occurred in whole or part but for the actual, alleged threatened discharge, dispersal, seepage, migration, growth, release or escape of any "organic pathogen, mold or fungus" at any time.

Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen, mold or fungus"; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "organic pathogen, mold or fungus".

"Organic pathogen, mold or fungus" means any bacteria, virus, fungi, mold, mildew or mycotoxin, or their spores, scent or byproducts.

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PERSONAL AND ADVERTISING INJURY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. In Section I Coverage B Personal And Advertising Injury Liability 2. Exclusions, exclusions f. Breach Of Contract and I. Infringement of Copyright, Patent, Trademark Or Trade Secret are deleted and replaced by:

This insurance does not apply to:

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract.

I. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

2. In Section V Definitions 14. "Personal and advertising injury", parts f. and g. are deleted.

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KNOWN, CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusions are added to Paragraph 2., Exclusions of Coverage A - Bodily Injury And Property Damage Liability (Section I - Coverages):

This insurance does not apply to:

- aa. "Bodily injury" or "property damage" that was known to any insured prior to the beginning of the policy period regardless of whether:
 - (1) There is a "continuation" during the policy period of the "occurrence" that caused such "bodily injury" or "property damage";
 - (2) There is a "continuation" of such "bodily injury" or "property damage" during the policy period; or
 - (3) The "occurrence" that caused such "bodily injury" or "property damage" causes new or additional "bodily injury" or "property damage" during the policy period.
- bb. The "continuation" of "bodily injury" or "property damage" which "manifests" prior to the beginning of the policy period.

B. The following exclusion is added to Paragraph 2., Exclusions of Coverage B - Personal And Advertising Injury Liability (Section I - Coverages):

This insurance does not apply to:

- aa. "Personal and advertising injury" that was known to any insured prior to the beginning of the policy period regardless of whether:
 - (1) There is a "continuation" of such "personal and advertising injury" during the policy period; or
 - (2) The offense which caused such "personal and advertising injury" causes new or additional "personal and advertising injury" during the policy period.

C. For the purposes of this endorsement:

- 1. "Bodily injury" or "property damage" is considered known to an insured at the earliest of when that insured:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- c. Becomes aware, or reasonably should be aware, by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. "Personal and advertising injury" is considered known to an insured at the earliest of when that insured:

- a. Reports all, or any part, of the offense to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the offense; or
- c. Becomes aware, or reasonably should be aware, by any other means that an offense has been committed or has begun to be committed.

3. Knowledge of any "bodily injury" or "property damage" arising from an "occurrence" constitutes knowledge of all "bodily injury" to any person or "property damage" to any property caused by the same "occurrence".

4. Knowledge of any "personal and advertising injury" arising from an offense constitutes knowledge of all "personal and advertising injury" caused by the same offense.

D. The following definitions are added to Section V - Definitions:

- 1. "Continuation" includes any progression, change or resumption.
- 2. "Manifests" means:
 - a. For "bodily injury", when such injury, sickness or disease is first diagnosed; and
 - b. For "property damage", the earlier of when such damage is known to an insured or is first discovered by any person or organization whose property suffered such damage.

COMMERCIAL GENERAL LIABILITY
CG 21 70 11 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

COMMERCIAL GENERAL LIABILITY
CG 21 71 12 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - a. The act resulted in aggregate losses in excess of \$5 million; and

- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. However, "other act of terrorism" does not include an act which meets the criteria set forth in Paragraph b. of the definition of "certified act of terrorism" when such act resulted in aggregate losses of \$5 million or less. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. In the event of an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.
- D. With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

COMMERCIAL GENERAL LIABILITY
CG 21 76 11 02

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EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States. As used in this notice, "certified act of terrorism" means an act of terrorism that is certified under the federal program as an act of terrorism.

In accordance with the Terrorism Risk Insurance Act of 2002, we are required to offer you coverage for any "certified act of terrorism"

See the section of this Notice titled **DISCLOSURE OF PREMIUM**. Your premium will include the additional premium for terrorism as stated in such **DISCLOSURE**. Payment of the additional premium will constitute acceptance of this offer. If the premium indicated is \$0.00 no action is required on your part, and the accompanying policy, binder or any policy issued pursuant to the accompanying binder or quote will automatically contain coverage for acts of terrorism as defined in the Act.

Your policy will contain a cap on payment of damages that are from "certified acts of terrorism" reflecting the limits established by the Act. If permitted by your state, your policy will also contain exclusions for certain acts of terrorism that are not "certified acts of terrorism" and an exclusion for punitive damages resulting from "certified acts of terrorism", since punitive damages are excluded under the Act.

LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)

The provisions of the Terrorism Risk Insurance Act of 2002 can limit our maximum liability for payment of losses from "certified acts of terrorism". That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more "certified acts of terrorism" in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. There is a \$100 Billion annual cap on losses payable under the Act.

DISCLOSURE OF PREMIUM - If you accept this offer, the premium for terrorism coverage is an additional \$0.00 of your policy premium.

This policy is signed by officers of the Company shown on the Declarations page of this policy.

For: Everest Indemnity Insurance Company


President


Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 4

POLICY NUMBER 5000000253-031	POLICY CHANGES EFFECTIVE 5/15/2006	COMPANY Everest Indemnity Insurance Company												
NAMED INSURED Town Center Ventures, LLC		AUTHORIZED REPRESENTATIVE												
COVERAGE PARTS AFFECTED														
<p>In consideration of an additional premium of \$124,290, it is understood and agreed that the following audit calculations apply for the policy period 5/15/2003 to 5/15/2006:</p> <table style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 50%;">Estimated Receipts:</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 40%;"></td> </tr> <tr> <td>Actual Receipts:</td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td>Rate:</td> <td style="text-align: right;">\$</td> <td></td> </tr> <tr> <td>Additional Premium:</td> <td style="text-align: right;">\$</td> <td></td> </tr> </table>			Estimated Receipts:	\$		Actual Receipts:	\$		Rate:	\$		Additional Premium:	\$	
Estimated Receipts:	\$													
Actual Receipts:	\$													
Rate:	\$													
Additional Premium:	\$													

Authorized Representative Signature

Redacted

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 3

POLICY NUMBER 5000000253-031	POLICY CHANGES EFFECTIVE 05/28/04	COMPANY Everest Indemnity Insurance Company
NAMED INSURED Town Center Ventures, LLC		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED		
<p>It is understood and agreed that the following Named Insureds are added to the Supplementary Declarations, Form EDEC 226 07 02:</p> <p>9. Pageantry Residential LLC</p>		

Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

POLICY NUMBER 5000000253-031	POLICY CHANGES EFFECTIVE 05/15/03	COMPANY Everest Indemnity Insurance Company
NAMED INSURED Town Center Ventures, LLC		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED		
<p>It is understood and agreed that the following Named Insureds are added to the Supplementary Declarations, Form EDEC 226 07 02:</p> <ul style="list-style-type: none"> 4. Cams Construction Corp 5. Pageantry Communities, Inc. 6. Pageantry Development Corp 7. Pageantry Realty, Inc 8. Premier Construction Corp. 		

Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 1

POLICY NUMBER 5000000253-031	POLICY CHANGES EFFECTIVE 5/15/03	COMPANY Everest Indemnity Insurance Company
NAMED INSURED Town Center Ventures, LLC		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED		
<p>It is understood and agreed that the Claims Organization shown in Item #6 on the Common Policy Declarations (EDEC 101 07 00) is amended to read as follows:</p> <p style="text-align: center;">Carl Warren & Company PO Box 6205 San Bernardino, CA 92412</p> <p style="text-align: center;">800-762-3216 FAX 866-204-9268</p>		

Authorized Representative Signature

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property

G. METHOD OF CLAIM NOTICE

Under all of the coverages of this policy, notice of claim or circumstances which may reasonably be expected to give rise to a claim hereunder shall be given in writing to, and at the address for the Claims Organization shown in the Declarations. If no Claims Organization is shown in the Declarations, such notice shall be given in writing to Everest Indemnity Insurance Company, c/o Mt. McKinley Managers, L. L. C., Westgate Corporate Center, PO Box 830, Liberty Corner, NJ 07938-0830.

H. SERVICE OF SUIT

It is agreed that in the event of our failure to pay any amount claimed to be due hereunder, we, at your request will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Everest Indemnity Insurance Company, c/o Mt. McKinley Managers, L. L. C., Westgate Corporate Center, PO Box 830, Liberty Corner, NJ 07938-0830 or his or her representative, and that in any suit instituted against us upon this contract, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner, or Director of Insurance, other officer specified for that purpose in the statute, or his or her successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.